

AMENDMENT NO.1
(consisting of two (2) pages)
SPONSORSHIP AGREEMENT
DD09HF38

This Amendment No. 1 ("the Amendment") made this 23 day of January, 2014 by and between the University of Massachusetts, Dartmouth (the "University") and Bottling Group LLC, a Delaware limited liability company, with its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, successor-in-interest to Pepsi Bottling Group ("Vendor") (collectively the "Parties") amends the Sponsorship Agreement simultaneously made and entered into by the Parties on January 29, 2009 (the "Agreement").

WHEREAS, the Parties wish to amend certain provisions of the Agreement; and

WHEREAS, Section XXII of the Contract entitled "Entire Agreement," sub section B. allows for the Parties upon mutual agreement to amend the Contract by executing a written amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Contract, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree to amend the Contract as follows:

1. Section II of the Contract, entitled "Term" shall be deleted in its entirety and replaced with the following:

"Section II Term.

The term of this agreement shall be 10 years, beginning on the date of this agreement and ending on January 31, 2019 ("Term"), unless sooner terminated as provided herein.

2. Section VI., entitled "Consideration" shall be deleted in its entirety and replaced with the following:

"VI. Consideration.

(A) An annual sponsorship fee, to be paid in two equal installments with the first installment being paid within thirty (30) days of the execution of the agreement for the first year of the agreement. All subsequent payments will be made on the first day of February and August of each year of term of the agreement by Vendor to the University in the amount indicated below. In addition support for the UMD Annual Blue & Gold Gala as a Sponsor in the amount of ten thousand dollars (\$10,000) is payable by the Vendor to the University minimally 30 days prior to the date of the Annual Gala event for years one through five. The Parties hereby acknowledge and agree that the Annual Sponsorship Fee and Blue Gold Gala funds outlined below have been paid in full for Years 1-5 and Vendor has no further liability to the University for such funds.

YEAR	Annual Sponsorship Fee	Blue and Gold Gala
1	\$125,000	\$10,000
2	\$75,000	\$10,000
3	\$75,000	\$10,000
4	\$75,000	\$10,000
5	\$75,000	\$10,000
6	\$95,000	\$0
7	\$95,000	\$0
8	\$95,000	\$0
9	\$95,000	\$0
10	\$95,000	\$0

(B) The vendor agrees to provide additional incentives and/ or sponsorships in the form of marketing support (“Marketing”) in the amount of \$5,000 annually. The University understands that such Marketing support shall not represent a cash payment and shall not be carried over to the next agreement year. Both Parties agree that the specific marketing events will be decided upon mutual agreement of both Parties.

(C) Commissions, as a percentage of the actual cash (“Cash in Bag” or “CIB”) collected by Vendor from the Vending Machines placed at the facilities, less any applicable fees, deposits or sales tax (“Commissions”). (CIB-applicable fees/deposits/taxes)* Commission Rate = Commission Due. Such Commissions shall be at thirty percent (30%) for the first five agreement years of the Agreement and thirty-five percent (35%) for the remainder of the Term of the Agreement. Checks for such Commissions will be sent to the University every four (4) weeks, based upon the above percentages of actual cash collected from Vending Machines. Vendor shall be responsible only for sales taxes payable on such Commissions, if applicable. Meter readings from each machine shall also accompany monthly Commission checks.

(D) Vendor will not be obligated to pay commissions on documented revenue losses resulting from vandalism or theft of product with respect to any vending machines placed at University. Vendor shall provide University with documentation, to their satisfaction, of such revenue loss. Revenue losses shall not include cost of repair or replacement of damaged equipment, product or cost of loss product.

(E) Vending Machines in locations specified by the University will also be fitted by Pepsi with magnetic stripe card on-line or chip card off-line readers at Pepsi’s expense in accordance with a mutually agreed to conversion schedule. The University shall arrange for the collection of monies from debit card transactions on Vending Machines equipped with debit card readers. On or before the first Monday of each month during the Term, the University and/or its authorized debit card agent shall be responsible for providing a weekly report to Pepsi, in a form reasonably satisfactory to Pepsi, detailing the transactions and the dollar amounts grossed during the immediately preceding weekly period through each Vending Machines equipped with a debit card reader. On or before the first Monday of each month during the Term, the University and/or its authorized debit card agent shall remit payment to Pepsi for the monies collected through debit

card readers during the immediately preceding monthly period. Any additional card readers needed shall be mutual agreed upon.

(F) Vendor shall provide University with extension support funds in the amount of One Hundred Thousand Dollars (\$100,000), payable to the University within sixty (60) days of the execution of this Amendment by the parties (the "Extension Support Funds"). The Extension Support Funds are earned throughout the remainder of the Term. In the event Vendor terminates this Agreement due to the University's failure to cure a breach hereof, the University will be repaid to Pepsi pursuant to the following calculation. The amount of such reimbursement shall be determined by multiplying the Extension Support Funds by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is sixty (60).

(G) Vendor shall calculate the total number of 24-pk bottle and can cases purchased by the University and shall provide the University with a rebate of \$1.00 per case for all 24 pack Bottle and Can case purchased. Payments shall be made on a semi-annual basis within thirty (30) days of February 1 and August 1 each year of the Agreement.

(H) Vendor agrees to provide additional incentives and/or sponsorships in the form of Sustainability support ("Sustainability Support") in the amount of \$2,000 annually. The University understands that such Sustainability Support shall not represent a cash payment and shall not be carried over to the next agreement year. Both Parties agree that the specific sustainability events will be decided upon mutual agreement of both Parties.

(I) Vendor shall provide an annual paid summer internship valued at \$5,000 to a University student that meets the requirements of the Vendor's program.

(J) In the event that shelf space for can and bottled beverages is reduced by the University's Food Service Provider that results in a documented reduction of cases sold in the Food Service Provider's areas, both Parties agree to revisit the funding provided by Vendor to the University.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives on the date and year first above written.

University of Massachusetts, Dartmouth


Signature Assistant Vice Chancellor
Administrative Services

Name/Title
[Authorized University official]

Bottling Group LLC


Signature

Robert J. Sergi / Channel Manager
Name/Title